



Signed and Filed: July 2, 2020

DENNIS MONTALI
U.S. Bankruptcy Judge

WEIL, GOTSHAL & MANGES LLP
Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
Theodore Tsekerides (*pro hac vice*)
(theodore.tsekerides@weil.com)
Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
Matthew Goren (*pro hac vice*)
(matthew.goren@weil.com)
767 Fifth Avenue
New York, NY 10153-0119
Tel: 212 310 8000
Fax: 212 310 8007

KELLER BENVENUTTI KIM LLP
Tobias S. Keller (#151445)
(tkeller@kbbkllp.com)
Peter J. Benvenutti (#60566)
(pbenvenutti@kbbkllp.com)
Jane Kim (#298192)
(jkim@kbbkllp.com)
650 California Street, Suite 1900
San Francisco, CA 94108
Tel: (415) 496-6723
Fax: (415) 636-9251

*Attorneys for Plaintiffs (Debtors
and Debtors in Possession)*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION,

- and -

PACIFIC GAS AND ELECTRIC COMPANY,

Debtors.

- ☐ Affects PG&E Corporation
☒ Affects Pacific Gas and Electric Company
☐ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Case No. 19-30088 (DM)
Chapter 11
(Lead Case)
(Jointly Administered)

**ORDER APPROVING
STIPULATION BETWEEN PACIFIC
GAS AND ELECTRIC COMPANY
AND RUCKMANS FOR LIMITED
RELIEF FROM AUTOMATIC STAY**

1 The Court having considered the *Stipulation Between Pacific Gas and Electric Company*
2 *and Ruckmans for Limited Relief from Automatic Stay* (the “**Stipulation**”),¹ entered into by Pacific
3 Gas and Electric Company (the “**Utility**”), as a debtor and debtor in possession in the above
4 captioned cases (the “**Chapter 11 Cases**”), on the one hand, and movants Gloria Ruckman, Robert
5 Ruckman, a minor by and through his guardian ad litem Robert Ruckman, Robert Ruckman,
6 Amalia Leal, and Gilardo Leal (the “**Ruckmans**”), on the other hand, filed on July 1, 2020 [Dkt.
7 No. 8239]; and pursuant to such Stipulation and agreement of the Parties, and good cause
8 appearing,

9 IT IS HEREBY ORDERED THAT:

- 10 1. The Stipulation is approved.
- 11 2. This Stipulation is effective as of the date of entry of this Order (the “**Effective**
12 **Date**”), notwithstanding any effect of Bankruptcy Rule 4001(a)(3) to the contrary.
- 13 3. The automatic stay (or Plan injunction, as applicable) is hereby modified,
14 solely to permit the parties to the State Court Action (whether or not they are Parties to this
15 Stipulation) to participate in mediation and/or informal settlement discussions, enter into settlement
16 agreements, and to file and resolve petitions for minors’ compromise and motions for good faith
17 settlement in the State Court (collectively, “**Settlement Activities**”). For the avoidance of doubt,
18 Settlement Activities do not include (a) discovery in support of motions for good faith settlement or
19 otherwise, or (b) the service of offers of entry of judgment pursuant to California Code of Civil
20 Procedure section 998. All other aspects of the State Court Action remain subject to the automatic
21 stay, subject to Paragraph 4 below.
- 22 4. Upon the earlier of (1) January 1, 2021, or (2) the Fifth District Court of
23 Appeal’s issue of remittitur in the matter of *Ruckman, et al. v. Wildwood Farms, LLC*, Case No.
24 F078655, the automatic stay (or Plan injunction, as applicable) shall be modified, with waiver of
25 any stay under Federal Rule of Bankruptcy Procedure 4001(a)(3), to permit the Ruckmans to

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27 ¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to
28 them in the Stipulation.

1 prosecute any Claims that are the subject of the State Court Action through final judgment and any
2 appeals thereof in order to liquidate the Claims asserted therein and in the Ruckman Proofs of Claim,
3 but not to permit enforcement of any such judgment, which the Ruckmans shall recover solely through
4 the Plan and the claims reconciliation process in these Chapter 11 Cases.

5 5. The Motion is deemed withdrawn with prejudice, and the Hearing is vacated.

6 6. Nothing herein shall be construed to be a waiver by the Utility or the Ruckmans
7 of any claims, defenses, or arguments with respect to Claims that are the subject of the State Court
8 Action and the Ruckman Proofs of Claim.

9 7. The Stipulation shall constitute the entire agreement and understanding of the
10 Parties relating to the subject matter thereof and supersede all prior agreements and understandings
11 relating to the subject matter thereof.

12 8. The Court shall retain jurisdiction to resolve any disputes or controversies
13 arising from the Stipulation or this Order.

14
15 Dated: July 1, 2020

16 LAW OFFICES OF LEONARD K. WELSH

17
18 /s/ Leonard K. Welsh
Leonard K. Welsh

19 *Attorneys for Ruckmans*
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21 *** END OF ORDER ***
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